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January 7, 2019

Wallace Oenga  
PO Box 91058  
Atkasuk, AK 99791

Re: *Oenga v. US et al.*  
Fees Owed for Past Work

Dear Wallace,

Attached is the fourth and Final Notice for your share [\$87,977.58] of two years' worth of attorney fees owed on the work I did for you against the US and the oil companies to recover fair rent for your property at Heald Point. If the amount currently due is not paid in full by the end of this month, January 31, 2019, I shall direct my attorney to immediately file suit against you for that amount, and for all other available relief.

This is a sad letter to write. As you remember, you and I worked closely together during the case. You and your nephews shopped your case all over Alaska trying to find a lawyer who would represent you. None would. But I agreed to represent you. Because you couldn't afford to pay by the hour, I agreed to take the case on a contingent fee arrangement. I would receive *nothing* while the case was being litigated and be paid *only if* we won. You agreed and signed to pay a fee that was a % of any settlement for past rents due, plus a % of future rent increases.

I received nothing in fees for the 9 years spent resolving your case. Even as a sole practitioner, I dedicated my *entire* practice exclusively to your case for the last 2 years the case was being litigated and settled. When the family couldn't pay the costs required by the suit, I personally borrowed money and even advanced over [REDACTED] dollars from my personal retirement savings and funds set aside for my children's college education, to pay the expert costs, depositions and other expenses of the litigation.

Even though the Court entered Judgment for less than \$5 million, I was able to convince the US and the oil companies to pay more than [REDACTED] times that [REDACTED]. The settlement also dramatically increased annual rents, to over [REDACTED] what they had been. In simple terms, your personal net share [after costs and fees] of that lump sum settlement was over [REDACTED] and you personally receive each year, after attorney fees, over [REDACTED]X the annual rent you previously received, plus a cost of living adjustment. At settlement, you were happy, and I was happy for you.

Exhibit 15  
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But in the last 2 years, you have refused to pay the 25% fee on annual rents you had agreed in writing to pay. Now you have even refused to honor the settlement we worked out last year to address the fees not previously paid because you had spent all that money partying in Barrow.

I had hoped this could be worked out and called you after Thanksgiving. But instead of talking this through, you hung up on me. Now another month has gone by. You have left me no choice but to resolve this the way such situations are resolved – file suit for damages and to enforce our contingent agreement.

In thinking back over the last 15 years, all that I did for you, and all that you have received as a result of that work, I keep coming back to one thought. I *never* would have invited you to stay in our home if I had thought, for even a moment, that you would back out on our deal. I was wrong to think of you as a friend.

Sincerely,



Raymond C. Givens